



DAVID SANDERS, Ph.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

May 31, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENT ONE TO AGREEMENT NUMBER 74000
WITH FIRST CHOICE MESSENGER, INC. FOR SUBPOENA PROCESS SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to execute Amendment Number One (Attachment A) to Agreement Number 74000 with First Choice Messenger, Inc., to extend the Agreement Number 74000 for six months from June 1, 2005 through November 30, 2005, for Subpoena Process Services. The cost of Amendment Number One is \$45,050, and will be funded using 54% (\$24,327) federal monies, 32.6% (\$14,686) state monies, and 13.4% (\$6,037) Net County Cost. The total cost of this Agreement, including the cost of Amendment Number One, is \$315,350. Funding for the Amendment is included in the Department's FY 2004/05 Adopted Budget, and in the Department's proposed FY 2005/06 Budget.
2. Authorize the Director of the Department of Children and Family Services (DCFS), or designee, to execute contract amendments to increase or decrease the contract sum by no more than ten per cent (10%) of the maximum contract sum should the volume of the required services exceed currently anticipated service needs provided that: (a) the increase cost can be absorbed within DCFS' existing budget, (b) approval of County Counsel and the Chief Administrative Office (CAO) is obtained prior to any such amendment, and (c) the Director of DCFS confirms in writing to the Board of Supervisors and CAO within fifteen (15) work days after execution.
3. Find that services provided under this Proposition-A Agreement continues to be more economically performed by the First Choice Messenger, Inc. than by County employee. (Attachment B)

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will allow DCFS to continue Subpoena Process Services beyond the current Agreement expiration date of May 31, 2005, while it completes a solicitation for Subpoena Process Services.

DCFS' Juvenile Court Services Section works with County Counsel in preparing dependency matters for hearings before the Juvenile Court, including the preparation of subpoenas and citations for service on parties and witnesses in children's cases. If the recommended actions are not approved, the Agreement will expire on May 31, 2005, Subpoena Process Service will not be provided on behalf of DCFS children, and legal proceedings for children's cases will be severely hindered.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal No. 1 (Service Excellence) and Goal No. 5 (Children and Families' Well-Being). The recommended actions will enable DCFS to continue efforts to improve the health, safety and survival, emotional and social well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The cost of Amendment Number One is \$45,050, and will be funded using 54% (\$24,327) federal monies, 32.6% (\$14,686) state monies, and 13.4% (\$6,037) Net County Cost. The total cost of this Amendment, including the cost of Amendment Number One, is \$315,350. Funding for the Amendment is included in the Department's FY 2004/05 Adopted Budget, and in the Department's proposed FY 2005/06 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 21, 2002, your board approved this Proposition "A" Agreement with First Choice Messenger, Inc. to provide Subpoena Process Services for DCFS' Juvenile Court Services. The term of this three-year agreement began June 1, 2002, and will expire May 31, 2005. The amendment is to extend the agreement for an additional six (6) months in order to complete a new solicitation process.

Subpoena Process Services are required by the Juvenile Court in Dependency matters to ensure the delivery of documents to persons who are required by law to receive notification of legal proceedings.

Approval of the recommended actions will allow DCFS to continue Subpoena Process Service while the Department completes the solicitation process for a new contract. In addition to extending the contract term, the Amendment will update the provisions of, and add exhibits to, the Agreement regarding: Contractor Responsibility and Debarment; Notice to Employee Regarding the Federal Earned Income Credit; Confidentiality; Compliance with the County's Jury Service Program; Safely Surrendered Baby; and the Public Records Act.

The Contractor will not perform services in excess of that which is specified in the Amendment (Contract Term, Contract Sum, Statement of Work, etc). The Contractor complies with all Board, Chief Administrative Officer, and County Counsel requirements.

The CAO and County Counsel have reviewed this Board Letter. County Counsel has approved the Amendment as to form.

CONTRACTING PROCESS

On March 4, 2005, the California Department of Social Services approved the department's request to extend the Agreement for six months. A formally advertised solicitation process was not conducted for this negotiated Amendment to the Agreement. The Agreement does not contain COLA provisions.

The Department has evaluated and determined that the Contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

IMPACT ON CURRENT SERVICES

The recommended action, if approved is effective June 1, 2005, and will allow the continuation of Subpoena Process Services for DCFS' Juvenile Court Services so that involved parties are notified of court proceedings as required by law.

CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Office/Clerk of the Board send an adopted stamped Board Letter and any attachments to:

1. Department of Children and Family Services
Attention: Walter Chan, Manager
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of the County Counsel
Attention: Kathy Bramwell, Senior Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754
3. First Choice Messenger, Inc.
Attention: Molly Ramirez, Project Manager
3225 Fletcher Drive
Culver City, CA 90230

Respectfully submitted,

DAVID SANDERS, PH.D., Director
Department of Children and Family Services

DS:WC:RR.mn

Attachments (2)

c: Chief Administrative Officer
Auditor-Controller

AMENDMENT NUMBER ONE

TO

**AGREEMENT NUMBER 74000
SUBPOENA PROCESS SERVICES**

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FIRST CHOICE MESSENGER, INC.

JUNE 2005

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74000
FOR SUBPOENA PROCESS SERVICES
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE
FIRST CHOICE MESSENGER, INC.**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "**DEPARTMENT OF CHILDREN AND FAMILY SERVICES AGREEMENT WITH FIRST CHOICE MESSENGER, INC. FOR SUBPOENA PROCESS SERVICES JUVENILE COURT SERVICES**" ADOPTED BY THE BOARD OF SUPERVISORS ON May 21, 2002, AND FURTHER IDENTIFIED AS AGREEMENT NUMBER 74000, HEREINAFTER REFERRED TO AS "AGREEMENT".

Effective June 1, 2005, the Agreement is revised as follows:

WHEREAS, the parties have previously entered into an agreement to provide Subpoena Process Services for Juvenile Court Services; and

WHEREAS, the COUNTY and CONTRACTOR intend to amend this Agreement as set forth below:

NOW THEREFORE, in consideration of the foregoing and mutual consents herein, the Agreement is modified as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsections 1.2 and 1.3 are amended in their entirety and restated to read as follows:

1.0 APPLICABLE DOCUMENTS

This Agreement, and the Exhibits hereto, constitute the complete and exclusive understanding between the parties,

- 1.2 Exhibits A, B, B-1, B-2, C, D, E, F, G, H, I, J, K, L and M set forth below are attached to and incorporated by reference in this Agreement.

- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

Exhibit A	-	Statement of Work
Exhibit B	-	Pricing Schedule
Exhibit B-1	-	Budget
Exhibit B-2	-	Budget (06/01/05-11/30/05)
Exhibit C	-	Job and Performance Requirement Summary
Exhibit D	-	Certification of Independent Price Determination

- Exhibit E - Contractor's Equal Employment opportunity (EEO) Certification
- Exhibit F - Community Business Enterprise Form (CBE)
- Exhibit G - Employee Acknowledgement and Confidentiality Agreement
- Exhibit H - Auditor-Controller Contract Accounting and Administrative Handbook
- Exhibit I - Office of Management and Budget (OMB) Circular No. A-87 Cost Principles for State, Local and Indian Tribal Governments
- Exhibit J - Living Wage Ordinance
- Exhibit K - Jury Service Ordinance
- Exhibit L - Safely Surrendered Baby Law
- Exhibit M - Notice to Employee Regarding the Federal Earned Income Credit

2. Section 3.0 **TERM AND TERMINATION**, subsection 3.2 is added as follows:

3.2 The term of this Agreement shall be extended for a six month period that Begins June 1, 2005 or date of execution by County Board of Supervisors, whichever is later, and shall continue through November 30, 2005, unless terminated earlier as provided herein.

3. Section 4.0 **CONTRACT SUM**, subsection 4.2 is deleted and replaced with the following:

4.2 The maximum amount payable under this Agreement for each of the contract years shall not exceed ninety thousand and one hundred dollars (\$90,100), Maximum Annual Contract Sum. Maximum amount payable under this agreement for the period from June 1, 2005 through November 30, 2005 shall not exceed forty-five thousand and fifty dollars (\$45,050). The total amount payable under this Agreement is three hundred fifteen thousand, three hundred fifty dollars (\$315,350).

4. Section 4.0 **CONTRACT SUM**, subsection 4.3 is deleted and replaced with the following

4.3 CONTRACTOR has prepared and submitted to COUNTY budgets segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Agreement. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. The budgets are attached hereto and incorporated by reference herein as Exhibit B-1 and Exhibit B-2, Budget. CONTRACTOR represents and warrants that the Budgets are true and correct in all respects, and services

shall be delivered hereunder in accordance with the Budgets. In the event the Maximum Contract Sum is increased pursuant to Section 4.0 hereof, CONTRACTOR shall prepare and submit an amended Budget.

5. Section 4.0 **CONTRACT SUM**, subsection 4.5 is added to read as follows:

4.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

6. Section 12.0 **NOTICES**, subsection 12.1 is deleted and replaced with the following:

12.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

First Choice Messenger, Inc.
3225 Fletcher Drive
Los Angeles, California 90065
Attention: Ali Sharifi, General Manager

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

7. Section 13.0 **CHANGES AND AMENDMENTS**, Subsection 13.4 is deleted and replaced with the following:

13.4 Notwithstanding the provisions of Sections 13.1 and 13.2, COUNTY'S Director may, without further action by COUNTY'S Board of Supervisors, prepare and sign amendments to this Agreement which increase or decrease payments to CONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Agreement under the following conditions:

8. Section 27.0, **DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND DEBARMENT** is deleted and replaced with the following:

27.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

27.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

27.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the Contractor on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

27.3 Non-responsible Contractor

The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a

lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

27.4 Contractor Hearing Board

27.4.1 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

27.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

27.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

27.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of County Contractors.

9. Section 31.0 **NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT**, "(Attachment II)" is deleted and replaced with "(Exhibit M)."
10. Section 32.0 **CONFIDENTIALITY** is deleted and replaced with the following:

32.0 CONFIDENTIALITY

- 32.1 CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 32.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Agreement.
- 32.3 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, and Confidentiality Agreement", Exhibit G.
- 32.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 32.5 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

- 11. Section 47.0 **PROPRIETARY RIGHTS**, is deleted and replaced with the following:

47.0 PROPRIETARY RIGHTS

- 47.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During the subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 47.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g.,

ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 47.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 47.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-paragraph 47.3 COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 47.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-paragraph 47.4 for:
 - 47.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-paragraph 47.3;
 - 47.5.2 Any materials, data and information covered under Sub-paragraph 47.3; and
 - 47.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 47.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

47.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

47.8 The provisions of Sub-paragraphs 47.5, 47.6, and 47.7 shall survive the expiration or termination of this Contract.

12. Section 48.0 **INTERPRETATION OF CONTRACT**, subsection numbers 49.1, 49.2 and 49.3 are deleted and replaced respectively with the numbers, 48.1, 48.2 and 48.3 to correct a numbering error. The newly numbered subsection 48.3 is amended to read as follows:

48.3 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 48.3 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

13. Section 49.0 **COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**, is added as follows:

49.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit K, and incorporated by reference into and made a part of this Contract.

49.1 Written Employee Jury Service Policy

49.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of

regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

- 49.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section 49.0. The provisions of this Section 49.0 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the Agreement.
- 49.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 49.1.4 CONTRACTOR's violation of this Section 49.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion,

terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14. Section **50.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added as follows:

50.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

50.1 The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business.

50.2 The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

15. Section **51.0 NOTICE TO EMPLOYEE REGARDING THE SAFELY SURRENDER BABY LAW** is added as follows:

51.0 NOTICE TO EMPLOYEE REGARDING THE SAFELY SURRENDER BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

16. Section **52.0 PUBLIC RECORD ACT PUBLIC RECORDS ACT**, is added as follows:

52.0 PUBLIC RECORD ACT PUBLIC RECORDS ACT

52.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to the Record Retention and Inspection/Audit

Settlement Paragraph of this Contract, as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

52.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

15. **EXHIBIT B-2, BUDGET** (6/01/05-11/30/05), as attached, is incorporated into the Agreement.
16. **EXHIBIT K, JURY SERVICE ORDINANCE**, as attached, is incorporated into the Agreement.
17. **EXHIBIT L, SAFELY SURRENDERED BABY LAW**, as attached, is incorporated into the Agreement.
18. **EXHIBIT M, NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT**, as attached, is incorporated into the Agreement.

EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ONE, ALL OTHER TERMS AND CONDITIONS OF AGREEMENT NUMBER 74000 SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74000
SUBPOENA PROCESS SERVICES
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND
FIRST CHOICE MESSENGER, INC.**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this AMENDMENT NUMBER ONE to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed on its behalf by its duly authorized officer(s) on the _____ day of _____, 2005. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

FIRST CHOICE MESSENGER, INC

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification No. _____

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Kathy Bramwell, Senior Deputy County Counsel

**COUNTY OF LOS ANGELES - DEPARTMENT OF CHILDREN AND FAMILY SERVICES
BUDGET SERVICES DIVISION
PROPOSITION A COST ANALYSIS
SUBPOENA SERVICES**

	Monthly Average	Cost per Subpoena	Months	Annual Amount
<u>COUNTY COST (Los Angeles County Sheriff's Department) Subpoena Services</u>				
<u>Routine</u>				
In County	480	\$ 15.70	12	\$ 90,449
Out of County	20	15.70	12	3,769
<u>Rush</u>				
In County	19	15.70	12	3,580
Out of County	1	15.70	12	188
Additional Deliveries				
Incorrect Address	35	15.70	12	6,595
Total Subpoenas	555 ¹			
Annual Cost				\$ 104,582
<u>FIRST CHOICE MESSENGER</u>				
<u>Routine</u>				
In County	480	\$ 13.50	12	\$ 77,760
Out of County	20	18.00	12	4,320
<u>Rush</u>				
In County	19	15.75	12	3,591
Out of County	1	20.00	12	240
Additional Deliveries				
Incorrect Address	35	10.00	12	4,200
Total Subpoenas	555 ¹			
Annual Cost				\$ 90,111

	Net County Cost					
	Total	Rate	Fed	Rate	State	County
Yearly Avoidable Cost	\$ 104,582	53.65%	\$ 56,108	33.14%	\$ 34,658	\$ 13,815
Yearly Contract Cost	90,111		48,345		29,863	11,904
Yearly Contract Savings	\$ 14,471		\$ 7,764		\$ 4,796	\$ 1,912
3 years Avoidable Cost	\$ 313,746		\$ 168,325		\$ 103,975	\$ 41,446
3 Years Contract Cost	270,333		145,034		89,588	35,711
3 Years Contract Savings	\$ 43,413		\$ 23,291		\$ 14,387	\$ 5,735

¹ The Contractor tracks the average number of subpoenas that are served, based on a monthly basis, annual basis, and by the type of subpoena. We verified with the Department that these numbers are reasonable.

**EXHIBIT B-2
SUBPOENA SERVICES
LINE ITEM BUDGET
JUNE 1, 2005 THROUGH NOVEMBER 30, 2005**

	Hours Per Week	Hours Per Month	Hourly Rate	Monthly Total
Labor Costs:				
Manager	40	160	\$ 10	\$ 1,600
Supervisor	40	160	\$ 10	\$ 1,600
Assistant	20	80	\$ 10	\$ 800
Driver 1	15	60	\$ 10	\$ 600
Driver 2	15	60	\$ 10	\$ 600
Driver 3	15	60	\$ 10	\$ 600
Total Labor Costs: \$				5,800.00
Other Monthly Costs:				
Health & Workers' Compensation Insurance				\$ 614
FICA				\$ 413
Miscellaneous Costs:				\$ 257
Total Other Monthly Costs: \$				1,285
Total Monthly Profit: \$				423
Total Monthly Cost: \$				7,508
Total Six Month Cost: \$				45,050

EXHIBIT B-2
SUBPOENA SERVICES
LINE ITEM BUDGET
JUNE 1, 2005 THROUGH DECEMBER 31, 2005

EXHIBIT K

JURY SERVICE ORDINANCE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT L

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT M

NOTICE TO EMPLOYEE REGARDING THE FEDERAL EARNED INCOME CREDIT



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?
Notice 1015**

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 11-2002)